№. 51941-1-II

COURT OF APPEALS, DIVISION TWO

OF THE STATE OF WASHINGTON

LINDA AMES, AN INDIVIDUAL

Plaintiff and Appellant,

v.

HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS FARGO ASSET SECURITIES CORPORATION, MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-AR16

Defendant and Respondent.

REPLY BRIEF OF APPELLANT

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POINT ONE
THE COURT'S ERROR IN REFUSING TO GRANT A DEFAULT IS EVIDENCE OF THE DISPARATE TREATMENT THAT AMES HAS RECEIVED IN ALL HER DEALINGS WITH THE COURT, EVIDENCING A PLETHORA OF DUE PROCESS AND EQUAL PROTECTION VIOLATIONS.

Appellant argues that the refusal to grant a default is not an appealable order. They cite no authority for that precise proposition, and more importantly, none exists. The refusal to grant a default by the lower court is evidence of a much deeper problem which Ames has faced since the outset of her legal battles: The blatant deprival of her due process and equal protection rights. While the appellant was evicted from her home solely because her attorney failed to file some simple responses to discovery by a FEW DAYS; when she was the Plaintiff, and the Defendant did anything wrong, including, but not limited to: refusing to timely appear in the case; refusing to respond to the discovery fully and without evasion; refusing to produce the original note; refusing to comply with the orders of the court granting the motion by Appellant to compel them to respond fully without objection; and basically ignoring all the deadlines imposed by the court, they suffered no consequences. The Appellee never supplied further answers to the admissions or interrogatories after ordered to do so by February 28th, 2017. They never identified which documents they provided applied to which request, and they also simply provided

multiple copies of the same loan application to bolster the appearance of cooperation, when all they did is paper the Plaintiff with repetitive duplicate documents which were not responsive to the requests. Again, they suffered no consequences for their clear discovery abuses. The lower court has consistently held the Appellee to a different standard than they did the Appellant. The lower court held Appellant Ames to time deadlines and strict meet and confer requirements at every opportunity, yet failed to enforce any of the statutes, deadlines or orders it imposed on Appellee, without sanctioning them after they didn't meet their deadline. The unequal enforcement of the court rules, and orders was so blatant, that Ames had to file six motions to compel AFTER a February 28th, 2017 deadline was imposed by the court, and each were denied without any justification or excuse as to why the deadlines imposed by the Court itself were not complied with by the Appellee.

POINT TWO
IT WAS AN ABUSE OF DISCRETION NOT TO GRANT A DEFAULT JUDGMENT

"Motions for entry of default are governed by CR 55, which provides:

(a) Entry of Default.

(1) Motion. When a party against whom a judgment for affirmative relief is sought has failed to appear, plead, or otherwise

defend as provided by these rules and that fact is made to appear by motion and affidavit, a motion for default may be made. "A party who has not appeared prior to filing of a motion for default is not entitled to notice of the motion. CR 55(a)(3). A party "who has appeared in the action for any purpose", however, must be served with written notice of the default motion at least 5 days prior to the hearing on the motion. CR 55(a)(3); cf. CR 55(a)(2) ("[a]ny appearances for any purpose in the action shall be for all purposes under this rule 55"). Consequently, respondent was entitled to notice of the motions for default if it had "appeared" in "the action" for any purpose." There is nothing written that the refusal to grant a default is not appealable, and to the contrary, the court strictly construed the rules in favor of Appellee and refused to enforce any of its rules against Appellee. The record is absent of any evidence the court held Appellee to the same standard at any point during litigation. The Court even granted a summary judgment were there were multiple genuinely disputed material facts. Contrary to the hearsay claims of opposing counsel, Ames contacted opposing and asked if they would accept service of process, and they said they were not authorized to accept service (RP, p. 19, ll. 16), and here they complain that they were not also served with the complaint? It is unacceptable. They admitted to not timely answering and knowledge of service. (RP, p. 20-21) Whether a party

has "appeared" for purposes of the rule requiring notice prior to an entry of default is generally a question "of intention, as evidenced by acts or conduct, such as the indication of a purpose to defend or a request for 482 affirmative action from the court. *Leen v. Demopolis*, 815 P. 2d 269 - Wash: Court of Appeals, 1st Div. 1991. "Generally, a decision to grant or deny a motion to vacate a default judgment is within the sound discretion of the trial court. *White v. Holm*, 73 Wn.2d 348, 351, 438 P.2d 581 (1968). The decision will not be disturbed on appeal unless the trial court abused its discretion. *White*, at 851. Here, it was an abuse of discretion to denial the entry of default, refusal to grant any of the six successive motions to compel where there was no further responses to discovery and the original note and mortgage were NEVER produced, especially where they were forgeries used to foreclose on the Plaintiff / Appellant.

POINT THREE
THE COURT ERRED IN GRANTING SUMMARY JUDGMENT WHERE THERE EXISTED GENUINE ISSUES OF MATERIAL FACT.

When Plaintiff discovered one of the smoking guns, the admission by Wells Fargo in their phone logs, Plaintiff immediately asked to amend the complaint to name the separate guilty entity and establish the conspiracy as the Defendant is HSBC BANK USA, NATIONAL ASSOCIATION *AS TRUSTEE FOR WELLS FARGO* ASSET SECURITIES CORPORATION, MORTGAGE PASS-

THROUGH CERTIFICATES SERIES 2006-AR16. It was Wells Fargo who told the Appellant to stop making her payments so she could qualify for a loan modification. They did this KNOWING that she was current in her modification payments (she had made 15 months of timely payments) and that they had her making payments that the investor found unacceptable. They induced her to breach the loan modification agreement, knowing that she would never have a great deal like that again. The few smoking gun documents that were produced proved that there was a conspiracy and the Wells Fargo Servicer and the Appellee both knew at the time they induced Appellant to stop making payments. If the case were permitted to proceed, Appellant could have proven the wrongful conduct led to the default, and that THERE NEVER WAS A VALID SALE OF THE PROPERTY. Even the appellee's own brief says that THE PROPERTY WAS NOT TRANSFERRED until five days later, "on November 27th, 2018, QLS issued a trustee's deed conveying the property to HSBCV CP 1682-85," Appellee's Response Brief Page 5. Ames did not move to stay the foreclosure because she had her father with her at the auction to buy the property, and was told that the auction was cancelled. The Appellant claims that she was present, that the auction was cancelled, and the property was never auctioned. (RP 24, ll 16-19). Appellee refused to respond to interrogatories on

that point. (RP 32, ll 2-15). That directly contradicts the assertions by Appellee that the sale was held by Bryan Davis in the presence of 27 individuals. They admit there is a dispute as to this fact, and yet the court granted summary judgment nonetheless in direct violation of the due process and equal protection rights of the Appellant. This was a genuinely hotly disputed issue of material fact that should have been tried by a jury, not by a court in a summary judgment. In order to grant summary judgment, the court had to make a finding that the auction occurred, where it clearly had not happened. Even the documents show that the sale occurred in California, not on the courthouse steps. What's worse, is that all this was accomplished with a forged note and deed of trust. Appellee never proved it possessed the original note or mortgage and foreclosed using forged documents.

POINT FOUR
AMES COMPLIED FULLY WITH THE MEET AND CONFER STATUTES AND THE REFUSAL OF THE COURT TO GRANT SANCTIONS WAS AN ABUSE OF DISCRETION.

Appellee's claims that Ames failed or refused to meet and confer prior to filing her motions to compel are blatantly false, and if anyone refused to cooperate during the discovery process it was Appellee's counsel, and the Appellee whose responses were evasive, blanket objections and non-responsive. Appellant, a pro se individual, met with the meet and confer rules at every possible juncture, and went well and beyond the meet and confer standards the Appellant

should have been held to under the rules. It was abuse of discretion not to impose sanctions once they refused to answer and missed their deadline to respond by more than a year. (RP 47).

> "A trial court's decision not to impose discovery sanctions is reviewed for abuse of discretion. *Washington State Physicians Ins. Exch. & Ass'n v. Fisons Corp.*, 122 Wash.2d 299, 338, 858 P.2d 1054 (1993). A trial court necessarily abuses its discretion if its ruling is based on an erroneous view of the law or on a clearly erroneous assessment of the evidence. *Fisons* 122 Wash.2d at 339, 858 P.2d 1054; *Cooter & Gell v. Hartmarx Corp.*, 496 U.S. 384, 405, 110 S.Ct. 2447, 110 L.Ed.2d 359 (1990). In this case, the trial court based its ruling not to impose discovery sanctions on an erroneous conclusion that Ross Stores need not produce discovery essential to *Demelash's* case. Consequently, it necessarily abused its discretion in considering whether Ross Stores' conduct warranted sanctions.
>
> Civil rule 37 authorizes a court to impose sanctions against a party and/or its attorney for failure to produce discovery or to comply with a discovery order. Here, Ross Stores failed to initially respond to many interrogatories and requests for production of documents, instead offering boilerplate objections. It did not move for protective order until its response to *Demelash's* motion to compel production. Even after the trial court entered an order compelling production, Ross Stores refused to produce answers to request # 11, and its computer summary was not responsive. Ross Stores supported its request to produce discovery via computer records by representing that the substantial equivalent of the information requested could be produced in that form, but its actual production violated the court's order and failed the letter and spirit of full disclosure required by CR 37." *Demelash v. Ross Stores, Inc.*, 20 P. 3d 447 - Wash: Court of Appeals, 1st Div. 2001.

Just like *Demelash*, the Appellee's objections to the interrogatories were blanket and non-responsive. The court overruled the objections and gave them until the 28th of February, 2017 to fully respond. After multiple motions filed by Plaintiff, all seeking sanctions, all after meeting and conferring, Appellee did not produce

any further answers to interrogatories; any further responses to the Admissions; and not the original note and mortgage. They provided more than 4000 duplicates of the documents; didn't identify which documents applied to which request; and the documents that they produced supported the claims made by the Appellant. Ames was present with her dad, who was ready, willing and able to buy the home if it went to auction. It was cancelled. The sale transpired days later in California. Ames did not have to stop the auction, she was told it was cancelled and she was there if it was sold. It wasn't and the court should have had a trial on this issue since the Appellee disputes the same. The issue was no longer a motion to compel, but to determine the amount of sanctions and type of sanctions that should have been issued for failing to respond to the discovery. Instead, and in direct violation of the due process and equal protection rights of Ames, the court let Appellee slide, and just like *Demelash,* this court should remand, vacating the summary judgment, granting the motion to compel, and make Appellee respond to the discovery that it was supposed to answer in February of 2017.

POINT FIVE
AMES DID NOTHING TO STALL THE PROCEEDINGS, BUT SIMPLY WANTED ANSWERS TO HER DISCOVERY THE COURT ALREADY ORDERED THEM TO TIMELY PROVIDE

It is laughable that Appellee claims that Appellant attempted to stall proceedings, when they filed their motion for summary

judgment knowing they have NEVER FULLY answered the interrogatories, NEVER fully answered the admissions, NEVER produced the AUTHENTIC original note and mortgage (HSBC 421-425 is a forged document), and NEVER identified which of the multiplicity of copies of the mortgage applications they submitted applied to which request for production. The Court even granted a confidentiality protective order which was NEVER USED. There were NO DOCUMENTS PRODUCED WHATSOEVER after the order was sought and obtained. There were no motions for protective order EVER made seeking protection from having to respond to any of the Interrogatories, or Admissions. They simply NEVER FULLY RESPONDED after the February 28th, 2017 deadline. They lied to the court, saying they fully complied with discovery, and the court believed it, even though they never filed the completed discovery with the court as proof it actually happened. They did not do it, because it never happened. There are no answers to interrogatories without objections, there are no admissions without objections, there is no original note and mortgage, and there is a hotly disputed claim as to whether there was ever a valid auction. There is proof, however, that Wells told Ames to stop making her payments, and that is undisputed. It is also undisputed that at the time they told her to stop, they knew that the loan modification that she was operating and paying was not

acceptable to the investor, and knew if she stopped, she would not get another loan modification. Appellee even impliedly admits that they did not produce the original note, acknowledging that the note they produced did not bear her initials on each page AND never claim under oath they have the original note and mortgage. They attempt to make the stretch that because she disputes the note is not authentic, she needed to go further and dispute that her signature appeared on that document. It was identified as a forged document, it was not the original note demanded, and Appellee refused to respond during discovery producing documents that Appellant wanted to prove her case; that is, that the Appellee wrongfully foreclosed using a forged note. The Appellee told the court that the note is a forgery. (RP 31, 47, 59, 109, 115, 116, 118). That it was evident from the absence of her initials on each page. She did not have to go further during the discovery process to identify all the faults in the forged documents, this was still the discovery phase. The signature could have appeared authentic on the copy because it could have been cut and paste from any of the thousands of other signatures they had from Ames. What they did not have, when they forged the note, was her initials that were on the bottom of the original note she signed.

In response to the discovery requests as to, for example, all persons involved in the sale of the Plaintiff's property (Interrog. 40),

the blanket objection was the same as the other 42 responses, "In the first suit, NWTS successfully moved for summary judgment ..." They were non-responsive and evasive. Appellee even told the court they would supplement the responses. They didn't. (RP 98 -99).

So, the simple answer is, that they did it for the purpose of bolstering their claim that they produced everything, but giving the court a 'huge number' of documents they produced, when it was nothing more than multiple copies of the same thing and never answered any of the interrogatories directed at any of the issues, including those matters which they raised in their summary judgment motion. The huge number persuaded the court that Appellee complied with discovery, when it did nothing of the sort. They never responded to the interrogatories, admissions, or produced the original note or mortgage. (RP 98). None of the 4000 multiplicities of copies in the Demand for Production responded to had the original note and allonge (1, 2), evidence of the sale (13, 19, 20), evidence they were registered / licensed to do business (16, 17, 18), any documents regarding Leisa Jefferson's authorization to sign documents (22, 23, 24, 25, 29, 30, 31, 32, 39, 40, 41, 42, 43, 45, 46, 47), the notary book page (26), proof of payment of consideration (27, 28) correspondence with the Trustee and proof sale was valid (47, 48, 49, 50, 52, 53, 54) all bids (53, 54). So out of the 56 requests, they failed to provide documents in response to

easily 35 of them, making the number of pages meaningless. They also did not answer requests for admission 7, 17, 18, 19, 20, 22, 23, 24, 25, 27, 29 and 30 and Interrogatories 1-43, inclusive without objection.

Out of the claimed production of more than 4000 documents, 4211 were duplicates. There were 5 copies of the same appraisal (150 pages of duplicates); 6 credit reports, (108); 12 2006 loan applications (120); 12 loan modification applications (156); 20 Interest Only Adjustable Notes from 2006 (no originals) (140); 3 WF Servicing agreements (414); 17 Sierra Pacific DOTs (221); 15 Riders (no originals) (90); 15 Addendums (no originals) (30); 6 Riders (12); 4 Lis Pendens (12); 28 Notices (28); 12 Notices (48); 6 Sale Endorsements (18); 6 Beneficiary Declaration (6); 2 Appeals filings (20); 15 Corporate Assignments of DOT (15); 8 Quit Claim Deeds (8); 6 Warranty Deeds (12); 22 Searches on bankruptcy (44); 10 Quality Appointments (20); 3 Homesteads (3); 2 LSI's (2); 2 LSI (4); 14 LPS Invoices (28); 29 DOD Manpower Reports (87); 24 Notices of Default (168); 12 Debt Validations (48); 14 Mailings (28); 12 Quality Invoices (48); 54 Postal Service Invoices (108); 4 Beneficiary Declarations (4); 25 Title Agency Transmittals (25); 12 Publication Endorsements (36); 32 Notices of Trustee Sale (256); 22 Discontinuance of Trustee Sale (66); 24 Notices (24); 3 LSI Recordings (9); 6 Courtesy Endorsements, (12); 10 QLS Articles Article (20); 10 Bidding Instructions (30); 24 Notices of

Foreclosure (72); 15 Payoff Requests (30); 4 IDS (8); 22 Property Postings (44); 33 pictures front door (33); 12 Foreclosure Notices (24); 37 mail sent to ex employment (37); 12 Trustee Deeds upon sale in CA (36); 3 RGFS Audits I shows fraud (90); 16 pictures address on house (16); 2 Complaint Unfair Business (56); 24 Notices (23); 3 case searches of my divorce (6); 2 Mail Manifest (8); 4 Mortgage loan agreements (12); 4 Custodial Agreements (76); 5 e-mails between Spellman & McDonald from Quality about auction. Claim was that no bidders were there so went back to the bank (50); 5 Trustee's Sale Manifests (4); 6 Appointments Successor Trustee (18); 6 Limited Power of Attorneys (4); 2 case details (30); 5 copies of email from David Spellman claiming to have the original note at his office and sending me a color copy which looked like they traced my name with florescent ink without initials on each page of the note, FORGERIES, (4); 3 Pooling and Service Agreement, (771); 15 pictures front (15); 4 Courttraxs (12); 4 Debt Validation Notices (3); 6 Publication Endorsements (6); And last only 1 copy of that said HSBC purchased my home on 11/20/2013 which doesn't match with the sale date of 11/22/2013, 1 page. There were a total of approximately 4211 SURPLUS copies of the approximately 4401 pages produced that were nothing more than duplicates. It is disgusting that they misled the

court into believing the grandiose number was material but it was simply a fraud upon the court.

POINT SIX
THE HEARSAY STATEMENTS SHOULD HAVE BEEN STRICKEN.

The court's admission of McNeal's and Aaron Crowe's hearsay testimony was simply improper. Neither testified they oversaw any of the entry of any of the records. They did not testify that they oversaw that they were entered and maintained in the ordinary course of business, only that they were. What is more significant is that nowhere did either say they responded fully to all of the requests that were made, and produced all the documents in their possession. They did not say this, because they never produced everything.

Paralegal Gwendolyn Wall irrelevant testimony was careful to point out the number of pages, 4401, hoping to impress this court and the lower court with a grandiose number of duplicates of the same documents. That duplicate duplicity should not be rewarded...

POINT SEVEN
THERE WAS NO BAR OF EITHER RES JUDICATA OR COLLATERAL ESTOPPEL

The claims were not barred by the doctrines of res judicata or collateral estoppel for the simple reason that the unlawful detainer proceeding is a summary proceeding where the only issue for the court to decide was right to possession and there is no identity of parties. The trustee was not a party to the proceeding, and what's more, if

there was any precedence to be established by that case, is that the failure to respond to discovery by two days should have been sufficient to deny all relief sought. That is what happened to the Appellant and yet the Appellee here has skated free for a plethora of discovery abuses. See *Phillips v. Hardwick*, 628 P. 2d 506 - Wash: Court of Appeals, 1st Div. 1981. "Unlawful detainer actions under RCW 59.18 are special statutory proceedings with the limited purpose of hastening recovery of possession of rental property, and the superior court's jurisdiction in such action is limited to the primary issue of the right of possession, plus incidental issues such as restitution and rent, or damages. Any issue not incident to the right of possession within the specific terms of RCW 59.18 must be raised in an ordinary civil action."

POINT EIGHT
AMES NEVER WAIVED HER RIGHTS TO THE TRUSTEE'S SALE, BECAUSE IF, AS THE COURT SHOULD HAVE, HER TESTIMONY WAS BELIEVED, AMES WAS TOLD THE TRUSTEE'S SALE WAS CANCELLED.

The sale was cancelled, thus Ames believed she did not need the intervention of the court, and had she gone into court, the trustee would have said, 'we cancelled the sale'... What actually happened was simple. The Trustee lied. The sale was cancelled. There was no sale, and the property was simply transferred to the Defendant / Appellee in California five days later. One cannot be held to have

waived the fraudulent conveyance in California days after the time and date the Ames family was present to purchase the property at auction, and certainly one cannot object to a sale that never occurred. To take the position that the ONLY possible method to assert her rights is to restrain a sale that was cancelled is inequitable, unjust, and a violation of her due process and equal protection rights.

POINT NINE
THE STATUTE OF LIMITATION, THEREFORE, IS SIMPLY NOT A BAR TO HER RECOVERY.

Ames was deceived on multiple occasions, and by multiple parties, from the Wells Fargo servicer who told her to stop making her payments when they knew that she would not qualify for a loan modification. Ames did not learn the final element of the fraud until the discovery process revealed what Wells knew, what they kept from Ames, and how the induced her to lose her modification with the promise of a better one. The discovery rule provides that a statute of limitations does not begin to run until the plaintiff, using reasonable diligence, would have discovered the cause of action. *U.S. Oil & Ref. Co. v. Department of Ecology*, 96 Wn.2d 85, 92, 633 P.2d 1329 (1981). It took SIX motions to compel to locate the information, and they still have not provided all the information sought.

Until that time, Ames was unaware that Wells Fargo played such a complicit role in the theft of her property. Ames was a further

victim when the trustee never sold the property but simply circumvented the law by transferring it five days after the auction. Since there was NEVER A SALE, the statute SIMPLY NEVER BEGAN TO RUN. Appellee claims twenty people were present on the day of the auction, and no one else bid on it? There was no auction, there was no sale, the statute never started to run AND the Interrogatories they refused to answer called for the identification of all bidders or bids. None were provided.

POINT TEN
AMES ESTABLISHED THE EXISTENCE OF FRAUD, AND THE EVASIVE DISCOVERY RESPONSES WERE INTENDED TO, AND DID, INTERFERE WITH THE ABILITY TO PROVE ALL THE FRAUD ELEMENTS.

While the Appellee claims Ames failed to establish fraud, if her testimony is to be believed, as it should have been during the summary judgment phase, then the court should have found: First, that Ames was told by the servicing agent of the defendant, Wells Fargo, that she should stop making payments so she could qualify for a better loan modification; Second, that Ames reasonably and justifiably relied on that representation; Third, that material representation was false; Fourth, the true facts were, that there was no better deal to be had; Wells knew there was no better deal to be had; and enticed her to stop making her payments because the investor did not accept the deal she was already receiving, having

paid fifteen months. Her reliance on those statements were justifiable and reasonable, as she trusted her loan servicer not to lie to her, which they did. As an actual and proximate cause of said misrepresentations, she ultimately lost her home and all the equity she put into the same. Similarly, the trustee represented that a sale was to transpire. She showed up with her dad, a qualified buyer at the date and time of the sale. There was no sale, and she and her dad were told it was cancelled. Then, as the Appellee admits, five days later the title was transferred to the Appellee. Their reliance on the statements that the sale was cancelled was reasonable and justifiable. The reliance on those statements actually and proximately caused her severe financial harm and emotional distress, and the loss of her home. She did not seek to restrain the sale because she had a willing buyer who was more than qualified to purchase the home. The sale was supposed to transpire on the courthouse steps, not secretly in California five days later by a company that was not licensed to do business in this state.

POINT ELEVEN
THE MATERIAL PROVISIONS OF THE NOTE WERE NO LONGER MATERIAL, AS AMES WAS ALREADY PAYING ON AN AFFORDABLE LOAN MODIFICATION THAT WAS TAKEN FROM HER BY FRAUDULENT CONDUCT OF WELLS FARGO, THE BENIFICARY OF THE TRUST THAT WAS ADMINISTERED BY THE DEFENDANT FOR THEIR BENEFIT.

Again, look at the caption, HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS FARGO ASSET SECURITIES CORPORATION, MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-AR16. Wells was watching out for its own investors in getting Ames to default on her affordable modification. If they told her the true facts, that she would not get a better deal than the one she had, she never would have stopped making payments. SHE WAS MAKING TIMELY PAYMENT FOR FIFTEEN MONTHS on that modification they stole from her. They did it, profited from it when they stole her home with all the improvements she made to it, and used the Trustee to simply transfer title to them five days later than the cancelled sale, in California, under the cover of treachery. What's the worst treachery involved? Ames learned through only the refusal to produce an authentic note that the Appellee accomplished all this treachery with a forged note. They did not even have the original documents, and foreclosed on a forgery.

POINT TWELVE
THE FORECLOSURE WAS BARRED BY THE STATUTE OF LIMITATIONS BECAUSE HSBC WAS NEVER THE LENDER, AND THEREFORE ANY PAYMENT MADE TO HSBC WAS NOT TO THE LENDER.

HSBC did not have the original note and mortgage, and the real lender was some other entity, whoever has the original note and

mortgage, if anyone. Any payment made to HSBC does not count against the statute of limitations, because they were obtained by means of fraud and deception. HSBC cannot say that payment to the Lender was made in the past six years, when they were not entitled to any of her payments. The court cannot participate in enforcing a criminal act or make Ames pay the possessor of a forged note and deed of trust.

POINT THIRTEEN
THE APPOINTMENT OF A SUCCESSOR TRUSTEE WAS NOT VALID, NOT INDISPUTABLE, AND CERTAINLY PROPER.

First, the Appellee claims that the "Noteholder" can have their interests represented by their agents, but, unfortunately for HSBC THEY ARE NOT THE NOTE HOLDER, ARE DOING BUSINESS HERE ILLEGALLY, and in criminal in possession of a forged document that they used and filed in the official records of this County for the purpose of depriving the Appellant of her property in excess of hundreds of thousands of dollars. Any normal citizen presenting a forged document in the official records is guilty of a felony, yet Appellee was rewarded with Ames home, violating her due process and equal protection rights.

POINT FOURTEEN
AMES DID NOT WAIVE HER RIGHT TO COMPLAIN ABOUT THE RIGHT OF HSBC TO DO BUSINESS IN THE STATE.

Nowhere in the statute does it say that if a single victim of their doing business illegally in this state does not raise it at the earliest point possible, they somehow waive their right to assert it later on? That is not only ludicrous but a serious misinterpretation of the statute. HSBC does not get to admit that they were doing business here unlawfully and claim Ames waived asserting it. That is inequitable and a violation of her due process and equal protection rights under the law.

POINT FIFTEEN
THERE WAS NOT EXTENSIVE DISCOVERY AND THE LITTLE DISCOVERY THAT WAS PROVIDED PROVED THAT HSBC AND WELLS BOTH COMMITTED DUPLICITIOUS FRAUD.

The six motions to compel further discovery clearly disprove the claim that there was extensive discovery. Again, Appellee is claiming the 4000 copies of the same documents over and over, no complete answers to admissions or interrogatories, and no depositions, somehow constitutes extensive discovery. They refused to respond for over a year, and then claim that there was extensive discovery? Their abuse of process and delay constituted a lack of discovery, not extensive discovery.

CONCLUSION AND RELIEF SOUGHT

Appellant seeks the reversal of the Summary Judgment and an order remanding the case to the lower court, ordering them to impose monetary sanctions against HSBC for abuse of the

discovery process. The court should further permit the joiner of Wells Fargo as a co-defendant who conspired with HSBC to steal Ames home.

Respectfully Submitted

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CERTIFICATE OF PAGE LENGTH

LINDA AMES, APPELLANT, hereby certifies that the attached amended brief does not exceed 25 pages, excluding the cover and index pursuant to RAP 10.4.

Dated: October 19th, 2018

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CERTIFICATE OF SERVICE

A true and correct copy of the Appellant's Opening Brief was served by means of US Mail on April 12th, 2017, postage prepaid first class, on:

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